

# Section C - Description/Specifications/Statement of Work

## Statement of Work (SOW) for Ship's Modernization Program Waterfront Support

### 1.0 INTRODUCTION

**1.0.1** The Naval Surface Warfare Center Philadelphia Division (NSWCPD) is a Department of Defense entity responsible for research and development, test and evaluation, engineering and fleet support organization for the Navy's ships, submarines, military watercraft and unmanned vehicles. This requirement is for NSWCPD Code 226, which is responsible for the Ship's Modernization Program.

**1.0.2** This contract is for non-personal services. It does not create employment rights with the U.S. Government whether actual, inherent, or implied

### 1.0.3 Government/Contractor Relationship

**1.0.3.1** The services to be delivered under this Contract are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the Contract between the Government and the Contractor's personnel. Therefore, it is in the best interest of the Government to provide both parties a full understanding of their respective obligations.

**1.0.3.2** The Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishable badges or other visible identification for meetings with Government personnel. In addition, Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence.

**1.0.3.3** Contractor personnel under this Contract shall not engage in any of the inherently Governmental functions listed at FAR Subpart 7.5 or DFARS Subpart 207.5.

### 1.0.4 Employee Relationship:

**1.0.4.1** The services to be performed under this Contract do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

**1.0.4.2** Rules, regulations, directives, and requirements that are issued by the U. S. Navy and NSWCPD under its responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

**1.0.4.3** Inapplicability of Employee Benefits: This Contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

**1.0.4.4** It is the Contractor's, as well as the Government's, responsibility to monitor Contract activities and notify the Contracting Officer if the Contractor believes that the intent of this Section has been or may be violated.

**1.0.4.4.1** The Contractor shall notify the Contracting Officer in writing via letter or email within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this Section. The notice should include the date, nature, and circumstances of the conduct; the name, function, and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct; identify any documents or substance of any oral communication involved in the conduct; and the Contractor's estimated date when, absent a response, cost, schedule or performance will be impacted.

**1.0.4.4.2** The Contracting Officer will, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance, or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor.

## **1.1 BACKGROUND**

The NSWCPD Ship Modernization Branch (Code 226) provides program management, engineering, and technical support in the development, implementation, coordination, tracking, and reporting of Hull, Mechanical and Electrical (HM&E) modernization and mid-life programs, including oversight of waterfront installations.

## **1.2 SCOPE OF WORK**

The Contractor shall provide support and oversight to Ships Modernization Programs. Ships Modernization Programs include: DDG modernization - forward fit and back-fit (DDG Mod FF and BF), CG modernization (CG Mod), LSD modernization (LSD Mod), and LHD mid-life (LHD Mod or LHD ML), Land Platform Dock (LPD), and Aegis Ashore (AA).

Support shall include managing HM&E modernization and mid-life programs being accomplished on ships during waterfront maintenance periods. The support will be on multiple ships, in multiple locations simultaneously. Support shall include program, engineering, technical, and logistics shipboard support services, including coordinating and overseeing the engineering and technical personnel and facilities required to accomplish the shipboard work.

## **2.0 APPLICABLE DOCUMENTS**

2.1 NAVSEA Fleet Modernization Program (FMP) Management and Operations Manual (NAVSEA SI-720-0AA-MAN-010/020)

<https://navsea.portal.navy.mil/Pages/default.aspx>

2.2 General Specification for Overhaul of Surface Ships GSO (NAVSEA S9AA0-AB-GSO-010)

<https://fleetreadiness.jdsr.navy.mil/maintenance/Sea04M/04m2Home.asp>

### 3.0. REQUIREMENTS

**3.1** NAVSEA SEA 21 requires NSWCPD to provide on-site support and oversight for the ship modernizations. The contractor shall provide the following support services:

**3.1.1 Waterfront Support.** The contractor shall provide waterfront support on a daily basis and shall be responsible for real time managing the schedule for all aspects of the work being done. This includes coordinating ship yard and shipboard access; reviewing work plans and schedules; coordinating installation efforts; coordinating support services (cranes, power, etc.); ensuring planned work is accomplished in accordance with ship yard schedules and regulations; mitigating issues that arise; and ensure integration and interconnectivity of systems and workload. The support required will be simultaneously on multiple ships in multiple locations both CONUS and OCONUS. The contractor shall fully staff numerous hulls in various work locations within 30 days of contract award. The contractor shall effectively manage waterfront employees in numerous work locations.

The contractor shall provide weekly updates to NSWCPD program office dashboards and program schedules. Updates are required for each hull in an availability undergoing modernization.

The contractor shall work with NSWCPD program managers and ISEAs to ensure material has been delivered to the ship yard in accordance with light off assessment (LOA) letter requirements. The contractor shall physically verify material has been delivered. If material has been delivered but cannot be found, the contractor shall assist with tracking down lost or misplaced material. The contractor shall provide feedback regarding material status to the NSWCPD program office.

The contractor shall provide a weekly waterfront status report that includes the completion percentage of all test procedures, notes on remaining testing, and dates testing personnel are onsite, etc. (CDRL A001)

**3.1.2 Testing Support.** The contractor shall coordinate the execution of NSWCPD test procedures; coordinate ship yard test support among various NSWCPD technical codes; interface with ship yard test management personnel; and provide weekly status report of testing. (CDRL A001)

**3.1.3 System Problem Improvement Report Data Entry.** The contractor shall coordinate System Problem Improvement Report (SPIR) data entry. The contractor shall be provided copies of handwritten SPIRs and shall enter this data into an approved NSWCPD SPIR tool. The contractor shall update the SPIR tracking tool as needed based on the input from NSWCPD in service engineering agents (ISEAs), alteration installation teams (AITs), and the ship yard. The contractor shall interface with NSWCPD ISEAs to monitor the resolution of SPIRs. The contractor shall provide a weekly SPIR status report (CDRL A001).

**3.1.4 Installation and Check Out Spare Coordination.** The contractor shall coordinate the distribution of installation and check out (INCO) spares to replenish failed components that are discovered during testing. The contractor shall provide a weekly INCO status report (CDRL A001).

**3.1.5 Power Coordination.** The contractor shall interface with ship's force, NSWCPD ISEAs, and any other activities performing shipboard work to schedule (power coordination) the 'tag in/tag out' of all equipment providing power to ensure the safety of workers and support for the alterations being completed by the lead maintenance activity, ship yard and alteration installation team. The power coordinator will be responsible to notify the ship manager representative (SMR) of delays and changes from any and all the production entities.

**3.1.6 Computers/Email Use.** Contractor support personnel shall be issued Government Navy Marine Corps Internet (NMCI) laptops and NMCI approved laptop cameras and headsets (CDRL A006).

3.1.6.1 The Government shall provide NMCI laptops to contractor personnel working under this task order.

3.1.6.2 The Government shall provide NMCI approved laptop camera and headsets to contractor personnel working under this task order.

3.1.6.3 All contractors providing support under this contract shall perform daily support duties using NMCI laptops. All program related email correspondence shall be accomplished using NMCI (Navy.mil) email accounts.

3.1.6.4 Contractors providing support under this contract will periodically be required to support meetings via Microsoft Teams or Fusion (or some other Government approved video conferencing system). If required, the contractor shall use the NMCI approved accessories (camera and headset) provided by the Government in order to participate in these meetings.

3.1.6.5 No external device shall be connected to any NMCI laptop unless it is approved for use by NMCI or NSWCPD information technology representatives.

3.1.6.6 The contractor shall track Government assets assigned to their staff and shall ensure assets are promptly returned to the Government when an individual is no longer supporting this contract/task order.

**3.1.7 Common Access Cards.** Contractor support personnel shall be issued Government common access cards (CACs). CACs are required to enter NSWCPD facilities and to use NMCI laptops.

#### **3.1.8 Support Hours.**

3.1.8.1 NSWPCD employees are required to work between the hours of 0530-1930 Monday through Friday and overtime as needed. Due to the nature of the work included within this contract/task order, contractor support personnel are required to work between the hours of 0600-1800 Monday through Friday so they are available and are able to provide emergent program support as required. Contractor support personnel shall be available to support daily program tasking, meetings, data calls, and requirements.

3.1.8.2 The contractor shall work overtime as needed, however overtime is limited under this contract.

3.1.8.3 If a NSWCPD program manager determines that contractor support personnel is required to work overtime, they will notify the contractor program manager and NSWCPD contracting officer representative (COR via email in advance of overtime being performed. The NSWCPD program manager will identify the individual required to work overtime, reason overtime is needed, and the amount of overtime hours approved.

3.1.8.4 If the contractor program manager determines that contractor support personnel is required to work overtime, they will notify the NSWCPD program manager and COR via email in advance of overtime being performed requesting approval. The contractor program manager will identify individual required to work overtime, reason overtime is needed, and amount of overtime hours requested. Contractor support personnel are not authorized to work overtime unless approved by both the NSWCPD program manager and COR.

#### **3.2 Commonality of Systems, Subsystems, and Components**

Not Applicable

#### **3.3 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials**

**or Components**

**3.3.1** The contractor shall notify the Contracting Officer immediately upon determining the unavailability of the obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the Contracting Officer.

**3.4 Diminishing Manufacturing Sources and Material Shortages Management (DMSMS) Contract Requirements**

Not Applicable

**3.5 Parts Obsolescence**

Not Applicable

**4.0 DATA REQUIREMENTS****4.1. CDRL A001, Contract Status Report**

4.1.1 This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.1.2 The CDRL shall be delivered electronically, unless otherwise stated, and while the Contractor's format is acceptable, the Government's approval must be received in writing from the COR within five (5) business days before formal submission.

**4.2 CDRL A002, Travel Report**

4.2.1 This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.2.2 The CDRL shall be delivered electronically, unless otherwise stated, and while the Contractor's format is acceptable, the Government's approval must be received in writing from the COR within five (5) business days before formal submission.

**4.3 CDRL A003, Contractor's Personnel Roster**

4.3.1 This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.3.2 The CDRL shall be delivered electronically, unless otherwise stated, and while the Contractor's format is acceptable, the Government's approval must be received in writing from the COR within five (5) business days before formal submission.

#### **4.4 CDRL A004, Other Direct Costs Report**

4.4.1 This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.4.2 The CDRL shall be delivered electronically, unless otherwise stated, and while the Contractor's format is acceptable, the Government's approval must be received in writing from the COR within five (5) business days before formal submission.

#### **4.5 CDRL A005, Key Events Schedule**

4.5.1 The CDRL shall be delivered electronically in Microsoft Project, and while the contractor's format is acceptable, the Government's approval is required from the COR. The report shall reflect both the prime and subcontractor data if applicable at the same level of detail.

#### **4.6 CDRL A006, Government Furnished Material (GFM) by National Stock Number**

4.6.1 This report shall reflect both the prime and subcontractor data if applicable at the same level of detail.

4.6.2 The CDRL shall be delivered electronically, unless otherwise stated, and while the contractor's format is acceptable, the Government approval is required from the COR.

#### **4.7 CDRL A007, Government Property Inventory Report**

4.7.1 This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.7.2 The CDRL shall be delivered electronically, unless otherwise stated, and while contractor's format is acceptable, government's approval is required from the COR.

#### **4.8 CDRL A008, Quality Management System (QMS)**

4.8.1 This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.8.2 The CDRL shall be delivered electronically, unless otherwise stated, and while contractor's format is acceptable, government's approval is required from the COR.

### **5.0 SECURITY REQUIREMENTS**

**5.1 SECURITY TRAINING.** The Contractor is responsible for completing all required Government mandated training to maintain security and network access to government sites and IT systems to include but not limited to: Antiterrorism Level 1 Awareness; Records Management in the DON: Everyone's Responsibility; Training and Readiness: The Active Shooter; NAVSEA Introduction to Controlled Unclassified Information; Operations Security (OPSEC); NAVSEA Counterintelligence Training; Privacy and Personally Identifiable Information (PII) Awareness Training; NAVSEA Physical Security training and Cybersecurity 101 Training. Certificates of successful completion shall be sent to the COR and as otherwise specified in the contract.

**5.1.1** In accordance with the NISPOM DoD 5220.22M, Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site require an open investigation or favorable adjudicated Tier 3 by the Vetting Risk Operations Center (VROC). An interim clearance is granted by VROC and recorded in the Joint Personnel Adjudication System (JPAS). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCPD buildings. Furthermore, if the Navy Central Adjudication Facility, have made an unfavorable determination access will be denied. For Common Access Card (CAC) you must have an open investigation and or favorable adjusted investigation. Interim security clearance are acceptable for a CAC. Access will be denied for anyone that has eligibility pending in JPAS. Vetting through the National Crime Information Center, Sex Offender Registry, and the Terrorist screening database shall be process for a contractor that does not have a favorable adjudicated investigation.

**5.1.2** Within 30 days after contract award, the contractor shall submit a list of all contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCPD sites to the appointed Contracting Officer Representative (COR) via email. The contractor shall provide each employee's first name, last name, contract number, the NSWCPD technical code, work location, whether or not the employee has a CAC and or Standard Access Control Badge (SACB), the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. Throughout the period of performance of the contract, the Contractor shall immediately provide any updated information to the COR when any Contractor personnel changes occur including substitutions or departures.

**5.2 ON SITE WORK.** Contractor personnel that require a badge to work on-site at one of the NSWCPD sites must provide an I-9 form to verify proof of citizenship. The I-9 form should be signed by the company Facility Security Officer or the company Human Resource Department. In addition to the I-9 form, Contractors shall also bring their birth certificate, current United States Passport or naturalization certificate and state issued ID to the NSWCPD Security Officer at the time of badge request to verify citizenship. Any contractor that has unfavorable information that has not been favorably adjudicated by the Department of Defense Central Adjudication Facility (DOD CAF) will not be issued a badge. Finally, contractors shall supply a copy of their OPSEC Training Certificate or other proof that the training has been completed.

**5.2.1** In accordance with NSWCPD security protocol, contractor employees who hold dual citizenship will not be granted security clearance to our facilities.

**5.2.2** For each day on NSWCPD property, the contractor shall complete the current version of the NSWCPD COVID-19 Screening and Self-Assessment Questionnaire (Exhibit 12) for each employee. If there are any "Yes" answers, the contractor shall contact the TPOC or the Contractor Officer.

**5.3 DD254 REQUIREMENT.** This effort may require access to classified information up to the confidential level. No classified data will be generated or stored by the Contractor. The Contractor is required to have and maintain a confidential clearance. The requirements of the attached DD Form 254 apply.

**5.3.1** The contractor is required to maintain a Facility Security Clearance (FCL) in accordance with the DD254 to perform certain work under the contract. Although it is not required at time of award, it shall be obtained within 30 days prior to a ship's arrival at the shipyard. Otherwise the government will have no obligation to continue ordering work under the contract and may not exercise any of the available

options.

**5.3.2** The Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the NSWCPD, Security Office Code 105.

**5.3.3** The contractor shall forward signed copies of DD254s provided to subcontractors to the Naval Surface Warfare Center Philadelphia Division (NSWCPD), ATTN: Security.

**5.3.4** The contractor shall direct the subcontractor to obtain approval, through the prime Contractor, for the public release of information received or generated by the sub through the prime Contractor.

**5.3.5** The contractor shall submit the subcontractor request for public release through the technical point of contact identified on the DD 254.

Additional information related to the facility clearance process can be obtained by visiting [www.dss.mil](http://www.dss.mil) or [http://www.dss.mil/isec/pcl\\_index.htm](http://www.dss.mil/isec/pcl_index.htm).

#### **5.4 OPERATIONS SECURITY (OPSEC)**

**5.4.1** The Contractor shall protect critical information associated with this contract to prevent unauthorized disclosure. The NSWC Philadelphia Division's (NSWCPD) Critical Information List (CIL)/ CIIL (Critical Indicators and information list) will be provided on site, if warranted. Performance under this contract requires the contractor to adhere to OPSEC requirements. The Contractor may not impose OPSEC requirements on its subcontractors unless NSWCPD approves the OPSEC requirements. During the period of this contract, the Contractor may be exposed to, use, or produce, NSWCPD Critical Information (CI) and/or observables and indicators which may lead to discovery of CI. NSWCPD's CI will not be distributed to unauthorized third parties, including foreign governments, or companies under Foreign Ownership, Control, or Influence (FOCI).

**5.4.2** CUI correspondence transmitted internally on the contractor's unclassified networks or information systems, and externally, shall be protected per NIST SP-800-171, Protecting Controlled Unclassified Information (CUI) in Non-federal Systems and Organizations.

**5.4.3** NSWCPD's CI shall not be publicized in corporate wide newsletters, trade magazines, displays, intranet pages or public facing websites. Media requests related to this project shall be directed to the PCO, and the COR who will forward the request to the NSWCPD Public Release Authority for review.

**5.4.4** Any attempt by unauthorized third parties to solicit, obtain, photograph, or record, or; incidents of loss/compromise of government Classified or CI, Business Sensitive, Company Proprietary information related to this or other program must be immediately reported to the contractor's Facility Security Officer and Cognizant Security Office and/or the Naval Criminal Investigative Service, and the NSWCPD Security Division (Code 105). Questions concerning these requirements shall be directed to the PCO, and the COR who will forward the request to the NSWC PD Security Division (Code 105).



**5.5 RECEIPT, STORAGE, AND GENERATION OF CONTROLLED UNCLASSIFIED INFORMATION.** All Controlled Unclassified Information (CUI) associated with this contract must follow the minimum marking requirements of DoDI 5200.48, Section 3, paragraph 3.4.a, and include the acronym "CUI" in the banner and footer of the document. In accordance with DoDI 5200.48, CUI must be safeguarded to prevent Unauthorized Disclosure (UD). CUI export controlled technical information or other scientific, technical, and engineering information must be marked with an export control warning as directed in DoDI 5230.24, DoDD 5230.25, and Part 250 of Title 32, CFR. Nonfederal information systems storing and processing CUI shall be protected per NIST SP-800-171, or subsequent revisions. All transmissions to personal email accounts (AOL, Yahoo, Hotmail, Comcast, etc.) and posting on social media websites (Facebook, Instagram, Twitter, LinkedIn, etc.) are prohibited. Destroy CUI associated with this contract by any of the following approved methods: A cross-cut shredder; a certified commercial destruction vendor; a central destruction facility; incineration; chemical decomposition; pulverizing, disintegration; or methods approved for classified destruction.

**5.6 PLANNING, PROGRAMMING, BUDGETING AND EXECUTION (PPBE) DATA.**

When contractor employees, in the performance of their duties, are exposed to Planning, Programming, Budgeting and Execution (PPBE) data, a Non-Disclosure Agreement (NDA) with all affected contractor personnel must be executed in coordination with the COR and PCO to ensure safeguarding disclosure of this data.

**5.7 U-NNPI SECURITY**

Not Applicable

**5.8 U-NNPI**

Not Applicable

**6.0 PLACE OF PERFORMANCE**

**6.1 Work Location**

**6.1.1** Support shall be provided at the following work locations: Norfolk, VA; Mayport, FL; Portland, OR; Pascagoula, MS; Ingleside, TX; Bath, ME; Everett, WA; San Diego, CA; Bremerton, WA; Seattle WA; Pearl Harbor, HI; Charleston, SC; and Japan (Sasebo, Yokosuka), onboard U.S. Navy ships, Military Sealift Command (MSC), and any regional maintenance center (RMC) (supported location and general location) subject to coast-wide or nation-wide bid.

**6.1.2** Specific work location(s) shall be provided 30 days prior to the work commencing. The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Contracting Officer Representative (COR) no later than three business days after the date of award. The work space provided to the Contractor personnel shall be identified by the Awardee, with the appropriate signage listing the company name and individual Contractor employee name.

**6.1.3 COVID.** Due to COVID-19, Contractors are encouraged to evaluate and establish performance of its contract at alternate work locations such as the expanded use of teleworking when feasible to successfully perform the contract requirements. This is in effect until there is resolution of the pandemic or as directed by the Contracting Officer.

**6.2 Early Dismissal and Closure of Government Facilities**

**6.2.1** When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow its own company policies regarding leave. Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

**6.6.2** When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the Contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, and closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Contract period of performance, and shall not follow any verbal directions to the contrary. The PCO will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

### 6.3 Training

**6.3.1** The contractor shall ensure that each contractor employee who will be resident at NSWCPD completes the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCPD. This document is available at: <https://navsea.navy.deps.mil/wc/pnbc-code10/Safety/default.aspx>

**6.3.2** In accordance with C-223-W002, ON-SITE SAFETY REQUIREMENTS (NAVSEA), the contractor shall certify by e-mail to (b)(6) (b)(6) that on-site employees have read the "Philadelphia Division Environmental Policy and Commitment" and taken the EMS Awareness training within 30 days of commencing performance at NSWCPD. The e-mail shall include the employee name, work site, and contract number.

### 7.0 TRAVEL

**7.1** The Contractor may be required to travel from the primary performance location when supporting this requirement. The estimated number of trips is 65.

The contractor shall be required to travel CONUS (any state in USA) and OCONUS to accomplish the tasks contained in this contract. Travel in support of this requirement is anticipated to include, but may not be limited to, the following alternate performance locations:

CONUS/ OCONUS	ORIGIN:	DESTINATION:	Number of Days Per Trip	Number of Trips	Number of People
CONUS	Contractor Site	Norfolk, VA	30	5	1
CONUS	Contractor Site	Mayport, FL	30	5	1
CONUS	Contractor Site	Bremerton, WA	30	5	1
CONUS	Contractor Site	Pascagoula, MS	30	5	1

CONUS	Contractor Site	Ingleside, TX	30	5	1
CONUS	Contractor Site	Portland, OR	30	5	1
CONUS	Contractor Site	Bath, ME	30	5	1
CONUS	Contractor Site	Everett, WA	30	5	1
CONUS	Contractor Site	San Diego, CA	30	5	1
CONUS	Contractor Site	Charleston, SC	30	5	1
OCONUS	Contractor Site	Sasebo, Japan	30	5	1
OCONUS	Contractor Site	Pearl Harbor, HI	30	5	1
OCONUS	Contractor Site	Yokosuka, Japan	30	5	1
CONUS	Contractor Site	Seattle, WA	30	5	1



**7.2** The number of times the Contractor may be required to travel to each location cited above may vary as program requirements dictate, provided that the total estimated travel cost is not exceeded. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements. All travel shall be approved before travel occurs. Approval may be via email by the Contracting Officer (PCO) or the fully executed Technical Instruction (TI) signed by the Contracting Officer.

**7.2.1** In accordance with the TI instructions, before initiating any travel the Contractor(s) shall submit a detailed and fully-burdened estimate that includes the number of employees traveling, their expected travel costs for airfare, lodging, per diem, rental car, taxi/mileage and any other costs or actions requiring approval. The travel estimate shall be submitted to the Contracting Officer's Representative (COR) and Contract Specialist. Actuals cost, resulting from the performance of travel requirements, shall be reported as part of the Contractor's monthly status report. The reportable cost shall also be traceable to the Contractor's invoice

**7.3** All travel shall be conducted in accordance with FAR 31.205-46, Travel Costs, and B-231-H001 Travel Cost (NAVSEA) and shall be pre-approved by the COR (CDRL A002).

#### **7.4 Travel Costs**

**7.4.1** The current "maximum per diem" rates are set forth in the (i) Federal Travel Regulations for travel in the Continental United States; (ii) Joint Travel Regulations for Overseas Non-Foreign areas (e.g., Alaska, Hawaii, Guam, Puerto Rico, etc.); and (ii) Department of State (DOS) prescribed rates for foreign overseas locations.

#### **7.5 OCONUS Contractor Personnel Travel During COVID-19**

In consideration of personnel movement during the COVID-19 pandemic, Force Health Protection (FHP) guidance has been issued for contractor personnel who travel OCONUS for deployment and for conducting official travel OCONUS as well. Entry requirements are communicated to traveling personnel, including contractor personnel, through the Electronic Foreign Clearance Guide (EFCG). Contractor personnel must adhere to current country entry requirements of the respective geographic combatant command (GCC) (which may include screening, ROM, and testing) and all applicable host nation procedures. All contracts including performance outside the United States require DoD contractor personnel to complete a risk assessment of health status.

## **8.0 GOVERNMENT FURNISHED PROPERTY**

8.1 The Government will provide NMCI computers for contractor personnel working under this task order. The contractor shall track NMCI assets assigned to their staff and shall ensure assets are promptly returned to the Government when an individual is no longer supporting this task order. No external device shall be connected to any NMCI laptop unless it is approved for use by NMCI or NSWCPD information technology representatives.

8.2 The Government will provide NMCI approved laptop cameras and headsets for contractor personnel working under this task order. The contractor shall track assets assigned to their staff and shall ensure assets are promptly returned to the Government when an individual is no longer supporting this task order.

## **9.0 GOVERNMENT FURNISHED INFORMATION**

Not Applicable

## **10.0 PURCHASES**

10.1 Only items directly used and incidental to the services for this Contract and for work within the scope of the Statement of Work, shall be purchased under the Other Direct Cost (ODC) line items. Purchases of an individual item that is valued above \$10,000 shall be approved by the Contracting Officer prior to purchase by the Contractor. The purchase request and supporting documentation shall be submitted via email to the Contracting Officer and the Contracting Officer's Representative (COR) it shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. Provide copies of price estimates from at least two (2) vendors.

10.2 Information Technology (IT) equipment, or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the PCO for review and approval prior to purchase. The definition of information technology are identical to that of the Clinger-Cohen Act, that is, any equipment of interconnected system of subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of the data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

## **11.0 COUNTERFEIT MATERIAL PREVENTION**

Not Applicable.

## **12.0 PERSONNEL**

12.1 **Personnel Requirements.** All persons proposed in key and non-key labor categories shall, at the time of proposal submission be U.S. citizens.

**12.2** Clause 52.222-2 "Payment for Overtime Premiums" will provide for the total approved dollar amount of overtime premium or will state "zero" if not approved. If overtime premium has not been approved under this contract in accordance with Clause 52.222-2, overtime effort to be performed shall be requested from the Contracting Officer prior to performance of premium overtime. For overtime premium costs to be allowable costs; the Contracting Officer is required to approve the performance of overtime prior to the actual performance of overtime. The dollar amount in FAR 52.222-2 shall equal overtime premium negotiated between the Government and the prime contractor. This overtime premium amount shall equal the prime contractor's unburdened premium OT labor costs plus the subcontractors' fully-burdened premium OT labor costs.

**12.3** The level of effort for the performance of the resultant Contract is based on the following labor categories and hours per year:

Labor Category	eCraft Title	eCraft Code	Key	Govt Site/KR Site	Year 1 Hrs.	Year 2 Hrs.	Year 3 Hrs.	Year 4 Hrs.	Year 5 Hrs.	Total By Labor Category
Manager, Program/Project I (Program Manager)	Manager, Program/Project I	MANP1	Yes	KR	980	980	980	980	980	4,900
Program Configuration Manager, Assistant I	Manager Administrative	ANM1	No	KR	980	980	980	980	980	4,900
SPIR Coordinator	Analyst, Management I	ANM1	No	GOV	15,000	15,000	15,000	15,000	15,000	75,000
Waterfront Test Manager/Waterfront Power Coordinator (Engineering Technician)	Quality Assurance Oversight Representative	QAOR1	No	GOV	20,000	20,000	20,000	20,000	20,000	100,000
Waterfront Test Manager/Waterfront Power Coordinator (Engineering Technician OT)	Quality Assurance Oversight Representative	QAOR1	No	GOV	7,000	7,000	7,000	7,000	7,000	35,000
Waterfront Ship Manager Representative (Senior Field Technician)	Quality Assurance Oversight Representative II	QAOR2	No	GOV	42,000	42,000	42,000	42,000	42,000	210,000
Waterfront Ship Manager Representative (Senior Field Technician OT)	Quality Assurance Oversight Representative II	QAOR2	No	GOV	8,400	8,400	8,400	8,400	8,400	42,000
<b>Total Estimated Hours</b>					<b>94,360</b>	<b>94,360</b>	<b>94,360</b>	<b>94,360</b>	<b>94,360</b>	<b>471,800</b>

#### **12.4 Key Personnel**

**12.4.1** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract in accordance with Clause 52.237-3 Continuity of Services (Jan 1991) in the basic SeaPort contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

**12.4.2** In accordance with C-237-H002 Substitution of Key Personnel, the following labor categories are designated as the target Key Personnel for this contract. Resumes will be submitted for each category in

the quantities indicated by the key category description. Target qualifications are listed below for each education and work experience qualifications for each key personnel labor category. The proposed combined expertise of all proposed key personnel shall cover at a minimum all requirements for task areas in the performance work statement.

**12.4.3** The Contractor shall provide individuals to fill the key positions identified below.

**12.4.4** The Contractor shall indicate within the personnel section of its proposal, and/or indicate within individual submitted resume(s), any personnel security clearance requirements as stipulated in section 12.1 above.

**Program/Project Manager I (MANP1) (One (1) resume required):**

**Target Education:** Bachelor's level degree in any technical or managerial discipline.

**Target Experience:** Five (5) years of professional experience in program/project management to include financial management, risk management, scheduling, planning, and oversight task progress; three (3) years of experience in Department of Defense or U.S. Navy programs or operations.

**12.5 Non-Key Personnel**

In the performance of this effort, the Contractor shall fully staff the non-key positions listed below with qualified individuals. The Contractor shall provide individuals to fill the non-key positions identified below:

**Program Configuration Manager Assistant (ANM1):**

**Minimum Education:** Bachelor's degree in Engineering or Business from an accredited college or university.

**Minimum Experience:** Five (5) years of experience in the operation, maintenance and testing of U.S. Navy machinery controls system. This individual shall have five (5) years of experience as a Program Manager, to include contract and sub-contract management, budgeting, scheduling, planning, estimating, and progress.

**SPIR Coordinator (ANM1):**

**Minimum Education:** High school graduate or GED.

**Minimum Experience:** 2 years of experience providing SPIR coordination support for ships undergoing maintenance availabilities, including the utilization of SPIR tracking spreadsheets or databases or similar post delivery availability and industry standard online defects and tracking tool experience.

**Waterfront Test Manager/Waterfront Power Coordinator (Engineering Technician) QAOR1:**

Minimum Education/Experience: Personnel shall meet either qualification one (1) or two (2).

1. High school graduate or GED along with a graduate of a military school(s) which demonstrate an in-depth knowledge of naval shipboard systems maintenance and operation.
2. A graduate of a trade, industrial or correspondence school for engineering and have a minimum experience of 3 years of experience in the operation, maintenance, testing and repair of HM&E equipment installed on U.S. Navy surface ships or submarines.

**Waterfront Ship Manager Representative (Senior Field Technician): QAOR2**

Minimum Education/Experience: Personnel shall meet either qualification one (1) or two (2).

1. High school graduate or GED along with a graduate of a military school(s) which demonstrate an in-depth knowledge of naval shipboard systems maintenance and operation.

2. A graduate of a trade, industrial or correspondence school for engineering and a minimum experience of 5 years of experience in the operation, maintenance, testing and repair of HM&E equipment installed on U.S. Navy surface ships or submarines. 5 years of experience in the oversight and management of the removal, installation and testing of Navy ships systems during ship availabilities including modernization actions. Experience should include oversight of electrical, mechanical, test, welding, etc. personnel and reporting on status of all activities.

#### **12.6 DON Cyberspace IT (Information Technology)/Cybersecurity & Information Assurance Functions and Personnel Requirements**

NOT APPLICABLE

#### **13.0 NSWCPD ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM**

**13.1** In addition to the requirements of Clause C-237-W001 "Electronic Cost Reporting and Financial Tracking (eCraft) System Reporting (NAVSEA)", the contractor, is required to provide supporting system reports, at the Contracting Officer's request, based on the review of the invoice documentation submitted to eCRAFT. This documentation will include reports such as the Job Summary Report (or equivalent), Labor Distribution Report (or equivalent), and General Ledger Detail Report (or equivalent). Supporting labor data provided must include unburdened direct labor rates for each employee and labor category. Cost breakdowns for ODCs, Materials, travel and other non-labor costs must be at the transactional level in sufficient detail so the Government can review allocability to the contract. Indirect costs allocated to direct costs must be shown at the lowest level of detail sufficient to reconcile each indirect rate to the appropriate allocation base.

**13.2** On invoices containing subcontractor costs, the prime contractor agrees, at the Contracting Officer's request, to attach as supporting documentation all invoices received from subcontractors, unless the subcontractor submits invoices directly to the CO and COR. This requirement applies to all subcontract types (Cost, FFP, etc.).

#### **14.0 SPECIAL REQUIREMENTS**

##### **14.1 Quality Management System**

##### **14.1.1 The Contractor shall:**

14.1.1.1 Maintain a Quality Management System (QMS) in accordance with ASQ/ANSI/ISO 9001:2015 standards.

14.1.1.2 Notify NSWCPD in writing when any changes are made to the QMS that may affect this SOW.

#### **C-202-H001 ADDITIONAL DEFINITIONS--BASIC (NAVSEA) (OCT 2018)**

(a) Department - means the Department of the Navy.

(b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

**(End of Text)**

**C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)**

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the Government.

**(End of Text)**

**C-211-H001 ACCESS TO THE VESSEL(S) (NAVSEA) (OCT 2018)**

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

**(End of Text)**



**C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)**

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.

NONE

(End of Text)

**C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018)**

The contractor may request that this contract be updated to include the current version of the applicable specification or standard if the update does not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval of its request to update by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

(End of Text)

**C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)**

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of Text)

**C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)**

(a) Performance of this task order by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal TBD dated TBD in response to NSWCPD Solicitation No. N6449822R3024.

(b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

(End of Text)

**C-222-H001 ACCESS TO THE VESSELS BY NON-U.S. CITIZENS (NAVSEA) (APR 2019)**

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5510.2D.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this task order or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Furthermore, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this task order, agreement or any job order issued under this agreement may be terminated for default in accordance with the clause entitled "Default (Fixed-Price Supply and Service)" (FAR 52.249-8), "Default (Fixed-Price Research and Development)" (FAR 52.249-9) or "Termination (Cost Reimbursement)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels

within its facility, etc.) except that, with respect to access to the vessel and worksite, the restrictions shall not apply to uniformed U.S. Navy personnel who are non-U.S. citizens and who are either assigned to the ship or require access to the ship to perform their duties.

(End of Text)

#### **C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)**

(a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows:

(b)(6) ; (b)(6)

(End of Text)

#### **C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, and Exhibit(s) A001-A006, attached hereto.

A001 - Contract Status Report

A002 - Travel Trip Report

A003 - Contractor Personnel Roster

A004 - Other Direct Costs Report

A005 - Key Events Schedule

A006 - Government Furnished Material (GFM) by National Stock Number

A007 - Government Property Inventory Report

A008 - Quality Management System (QMS) Manual

(End of Text)

**C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A001 - A008, attached hereto.

**(End of Text)**

**C-227-H014 PROTECTION OF DEPARTMENT OF NAVY TRADEMARKS - BASIC (NAVSEA) (JUL 2021)**

(a) The contractor shall not assert any claim, in any jurisdiction, based on trademark or other name or design-based causes of action that are based on rights the contractor believes it has in the term(s) TBD[contracting officers shall list terms(s) (Government assigned or approved nomenclature)] (the "Designation(s)"), against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design) acting within the scope of such authorization (i.e. claims for trademark infringement, dilution, trade dress infringement, unfair competition, false advertising, palming off, passing off, or counterfeiting). Such authorization shall be implied by the award of a Government contract to any party for the manufacture, production, distribution, use, modification, maintenance, sustainment, or packaging of the products and services identified under this contract, and the scope of such implied authorization is defined as the use of the Designation(s) in performance under such contract by the prime contractor and its subcontractors and suppliers at any tier. In all other cases, the scope of the authorization will be defined by the Government in writing.

(b) The contractor shall notify the contracting officer at least 30 days before asserting rights in, or filing an application to register, any one of the Designation(s) in any jurisdiction within the United States. Any such notification shall be in writing and shall identify the Designation(s) (including the word(s), name, symbol, or design), provide a statement as to its intended use(s) in commerce, and list the particular classes of goods or services in which registration will be sought.

**(End of Text)**

**C-227-H013 REPORTING THE INTENDED USE OF GOVERNMENT-UNIQUE MARKS (NAVSEA) (JAN 2020)**

(a) Government-unique mark, as used herein, means any mark that identifies and distinguishes goods first developed or manufactured in performance of a Government contract or that identifies and distinguishes services first rendered in performance of a Government contract.

(b) The Contractor must notify the Contracting Officer in writing of its intent to assert rights in, or file an application to register, a Government-unique mark. The Contractor's notification shall be in writing and shall identify the Government-unique mark (including the word, name, symbol, or design), provide a statement as to its intended use(s) in commerce, and list the particular classes of goods or services in which registration will be sought.

(c) Failure of the Government to respond to the notification does not waive the Government's right under the Trademark Act to contest the Contractor's assertion of rights or application.

(d) Nothing contained herein provides authorization or consent, express or implied, by the Government regarding the Contractor's use of any mark, including a Government unique mark.

**(End of Text)**

**C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution

at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; and (5) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) Key personnel are identified in an exhibits in Section J.

**(End of Text)**

#### **C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (NAVSEA) (MAY 2019)**

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Fund and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges. (1)

Access: eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft> under eCRAFT information. The link for eCRAFT report submission is: [https://www.pdrep.csd.disa.mil/pdrep\\_files/other/ecraft.htm](https://www.pdrep.csd.disa.mil/pdrep_files/other/ecraft.htm). If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

**(End of Text)**

#### **C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

**(End of Text)**

#### **C-242-H002 POST AWARD MEETING (NAVSEA) (OCT 2018)**

(a) A post-award meeting with the successful offeror will be conducted within [ 30 ] days after award of the task order. The meeting will be held at the address below:

Location/Address below and/or via Teleconference

Naval Surface Warfare Center Philadelphia

5001 South Broad Street, Building 4

Philadelphia, PA 19112

(b) The contractor will be given [ 7 ] working days notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the task order.

(d) The post-award meeting will include, but is not limited to, the establishment of work level points of contact, determining the administration strategy, roles and responsibilities, and ensure prompt payment and close out. Specific topics shall be mutually agreed to prior to the meeting.

(End of Text)

#### **C-242-H003 TECHNICAL INSTRUCTIONS (NAVSEA) (OCT 2018)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

(End of Text)

#### **C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (OCT 2018)**

Notwithstanding FAR 52.244-2(d) and in addition to the information required by FAR 52.244-2(e) of the contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement:

(1) Impact on subcontracting goals,

(2) Impact on providing support at the contracted value,

(3) The results of negotiations to incorporate fee rate caps no higher than the lower of (i) SeaPort-e fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) fee rate caps that are no higher than the subcontractor's prime SeaPort-e contract.

(End of Text)

**C-247-H001 PERMITS AND RESPONSIBILITIES (NAVSEA) (DEC 2018)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, and regulations for shipping and transportation including, but not limited to, any movement over public highways of overweight/over dimensional materials.

(End of Text)

**252.204-7023 REPORTING REQUIREMENTS FOR CONTRACTED SERVICES (JUL 2021)**

(a) Definition. As used in this clause--

First-tier subcontract means a subcontract awarded directly by the contractor for the purpose of acquiring services for performance of a prime contract. It does not include the contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies or services that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report annually, by October 31, at <https://www.sam.gov>, on the services performed under this contract or order, including any first-tier subcontracts, during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information for the contract or order:

(1) The total dollar amount invoiced for services performed during the preceding Government fiscal year under the contract or order.

(2) The number of Contractor direct labor hours, to include first-tier subcontractor direct labor hours, as applicable, expended on the services performed under the contract or order during the previous Government fiscal year.

(d) The Government will review the Contractor's reported information for reasonableness and consistency with available contract information. In the event the Government believes that revisions to the Contractor's reported information are warranted, the Government will notify the Contractor. Upon notification, the Contractor shall revise the reported information or provide the Government with a supporting rationale for the information.

(End of Clause)